

# Exhibit G

January 10<sup>th</sup>, 2017

EDS Management Corp,  
Plaintiff,

-against-

Angela Pauli, Robert A Pauli, Jr.  
Defendant(s)

Index #21064/16  
RE: File No.: 14379

I received a summons for case no. 021064, file no. 14379. This case was first brought against me in 2011 and previously discontinued in October of 2016. I no longer live in New York City. I called the New York Civil Court at 111 Centre Street, New York, NY 10013 and talked to George, a court clerk, and he suggested that I reply to this summons with written answers as well as request a preliminary conference over the phone. Attached are my responses to the demands of the plaintiff.

RESPONSE(S):

1. Defendant Angie Pauli replies to the allegations: Denied

Angie Pauli refutes and vehemently denies that she owes any money to EDS Management Corp.

When defendant Angie Pauli lived in New York at the time in 2011, she went to court to represent herself against EDS Management Corp. and their practices. Angie Pauli went to EDS Management Corp. with concerns of (2) outlet electrical fires, non-working AC unit, mice/rats in her apartment coming through holes that were never fixed, all stove burners in the kitchen were not working, scalding hot water in the shower and then freezing cold water in the shower, there was no way to take a shower peacefully without freezing or getting burnt. Angie took these concerns to EDS Management Corp.

EDS Management Corp. refused to fix the above mentions. EDS Management Corp. took Angie Pauli to court in 2011. EDS Management Corp. was ordered by the judge to fix all of the above, and only when they did, Angie Pauli would be ordered to pay the remaining March 2011 rent (\$248.39)

EDS Management was required to put Angie Pauli up in a hotel. Disrupting the day to day life of Angie Pauli and her work schedule, Angie Pauli was forced to stay at Hotel Pennsylvania for 13 days while EDS Management Corp. hired out a company to try and rid the mice and rats in her apartment. Upon return to the apartment with superintendent at the time, Otto(from Queens); 16 mice and rats were retrieved and discarded by Otto throughout her apartment, including but not limited to; on her bed, under the bed, in the kitchen sink, on the kitchen window that opens to room, in the oven, behind the refrigerator, in the bathroom shower, behind the toilet, etc. Complaints of more mice were reported to EDS Management Corp. via email and phone calls that went unreturned. Once Angie Pauli made contact with EDS Management Corp. and told them of nothing being fixed, they told Angie Pauli there was nothing they could do about the mice and rats

because they did not understand where the mice and rats were coming in at, and they refused to fix any and all of the other above mentions, although they were court ordered to do so.

The electrical outlets were completely charred black, the AC unit still did not work and when the AC was plugged into the wall it would spark and burn the connector cord that you had to use to plug into the wall, the burners to the stove were never fixed making the kitchen unusable, and the water in the shower went unfixed leaving me with no choice but to continue to take scalding hot and then freezing showers. EDS Management Corp. made mention of the pipes being bad in the building and refused to fix them.

Angie Pauli brought this attention to EDS Management Corp, and stated all the above has not been fixed so she would not be required to pay. Angie Pauli went to EDS Management Corp. and asked for them to fix it or she would be forced to move out. EDS Management Corp refused to fix all the above for Angie Pauli and went against court orders. Angie Pauli provided a written letter to EDS Management Corp. of moving and provided enough time for EDS Management Corp. to fix the above mentions or find a new renter. EDS Management did not respond. EDS Management Corp first responded to Angie Pauli's written letter on April 19, 2014 via a summons more than 3 years later (received May 2, 2014).

Angie Pauli responded to EDS Management Corp. and Kavulich & Associates P.C. suit, by written letter via certified mail on May 13<sup>th</sup> 2014. This letter reads as;

(Exhibit A)

Dear Kavulich & Associates P.C.,

I am writing in response to your letter dated April 19, 2014 (received May 2, 2014) because I do not believe in the validity of this debt.

This is the first I've heard from you or any other company on this matter therefore, in accordance with the Fair Debt Collection Practices Act, Section 809(b): Validating Debts

(b) if the consumer notifies the debt collector in writing within the thirty-day period described in subsection (a) that the debt, or any portion thereof, is disputed, or that the consumer requests the name and the address of the original creditor, the debt collector shall cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or any copy of a judgement, or the name and address of the original creditor, and a copy of such verification or judgement, or name and address of the original creditor, is mailed to the consumer by the debt collector.

I respectfully request that you provide me with the following information:

- (1) The amount of the original debt;
- (2) The name of the creditor to whom the debt is owed;
- (3) Provide a verification or copy of any judgement;
- (4) Proof that you are licensed to collect debts in Missouri.

Be advised that I am fully aware of my rights under the fair debt collection Practices Act and the Fair Credit Reporting Act. For Instance, I know that:

- Because I have disputed this debt in writing within 30 days of receipt of your dunning notice, you must obtain verification of the debt or a
- Copy of the judgement against me and mail these items to me and your expense;
- You cannot add interest or fees except those allowed by the original contract or state law. You do not have to respond to this dispute but if you do, any attempt to collect this debt without validating it, violates FDCPA;

Also be advised that I am keeping very accurate records of all correspondence from you and your company including recording all phone calls and I will not hesitate to report violations of the law to my State Attorney General, the Federal Trade Commission and the Better Business Bureau.

I have disputed this debt, therefore, until validated; you know your information concerning this debt is inaccurate. Thus, if you have already reported this debt to any credit-reporting agency (CRA) or Credit Bureau (CB) then, you must immediately inform them of my dispute with this debt. Reporting information that you know to be inaccurate or failing to report information correctly violates the Fair Credit Reporting Act.

1681s-2. Should you pursue a judgement without validating this debt, I will inform the judge and request the case be dismissed based on your failure to comply with the FDCPA.

Finally, if you do not own this debt, I demand that you immediately send a copy of this dispute letter to the original creditor so they are also aware of my dispute with the debt

Sincerely,

Angie Pauli

EDS Management Corp. and Kavulich & Associates, P.C. did not respond to any of the above and failed to comply with the FDCPA.

Six years later, (Exhibit B) A NOTICE OF DISCONTINUANCE was dated *October 12, 2016*, and was mailed to Angie Pauli's new address and was received on *October 31<sup>st</sup> 2016*.

Due to the failures of EDS Management Corp to fix or comply with the courts orders, as well as the failure to respond to all of the above and also not comply with the FDCPA, Angie Pauli vehemently denies she owes any money to EDS Management Corp.

2. Defendant Angie Pauli replies to the allegations: Denied

Angie Pauli refutes and vehemently denies that she owes any money to EDS Management Corp.

3. Defendant Angie Pauli replies to the allegations: Denied

Angie Pauli refutes and vehemently denies that she owes any money to EDS Mangement Corp.

4. Defendant Angie Pauli replies to the allegations: Denied

Angie Pauli refutes and vehemently denies that she owes any money to EDS Mangement Corp.

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By: Angela Pauli, Robert A Pauli Jr.